

REMARKS

The Applicants acknowledge with appreciation the indication reiterated in the outstanding Office Action that claim 19 is directed to allowable subject matter and would be allowed if rewritten in independent form.

Reconsideration and allowance of claims 1-18 and 20-30 are respectfully requested in light of the following remarks.

In light of the above amendments, it is submitted that the 35 USC 112, second paragraph, rejection is overcome. Since the above claim amendments raise no new issues requiring further searching or consideration, entry thereof is warranted under 37 CFR 1.116. Claim 1 has been amended to clarify by expressly reciting what was previously impliedly recited, that the computer processing means of the host system registers and stores the first rebate coupons and second rebate coupons. Also, the language in section (a)(i) of claim 1 relating to the first coupons has been clarified for consistency with the rest of the claims. Claim 8 has been amended to recite "host system" for consistency with claim 1. In response to the question in the Office Action, it is noted that in claim 8, the third party remote listing inventory database and the third party listing inventory database system are not the same thing; the former is

part of the host system, whereas the latter is part of the remote communications facility. Claim 13 has been amended to remove the issue relating to "potential" buyer raised in the Office Action. Claim 17 has been amended to overcome the objection in Section 10 of the office action. The above amendments are considered to be non-narrowing and no estoppel should be deemed to attach thereto.

Turning now to the prior art rejections, claims 1-7, 10, 11, 13, 15, 16, 29 and 30 stand rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Pat. No. 6,321,202 to Raveis Jr. (hereinafter "Raveis"). Claims 8-11 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis as applied to claim 1 above, in view of "Official Notice." Claims 13-18 and 20-25 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis, in view of "InterNest." Claim 12 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis in view of U.S. Patent No. 6,253,188 to Witek et al. (hereinafter "Witek"). Claim 26 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis in view of "InterNest" and further in view of Witek. Claim 27 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis in view of "InterNest" and "Official Notice." Although not clearly stated in the office action, claim 28 appears to be rejected under 35 U.S.C. 103(a) as

being unpatentable over Raveis in view of "Official Notice."

I. Rejection of Claims 1-7, 10, 11, 13, 15, 16, 29 and 30 Based on Raveis

A. The Office Action Position

Regarding claim 1, Section 1 of the Office Action cites col. 9, line 65 through col. 11, line 10 and col. 11, lines 52-67 of Raveis as disclosing a data storage means within the host system to maintain databases containing a plurality of data records of differing types and chronologies, computer processing means within the host system for selecting data records and transmitting the selected data records to the at least one remote communications facility according to selection criteria provided by the at least one remote communications facility, a communications network to exchange data between the host and an input-output means at the remote communications facility to enable the seller to sign up properties for inclusion as listing inventory data records in the database. The Office Action states that claim 1 does not include structure in which the first coupon is stored or from which it could be obtained and that the data storage of the host system does not include the first rebate coupon and property or properties.

With regard to claims 2, 3 and 10, Section 2 of the Office

Action states that Raveis discloses an input means and processing means which teaches means "for buyer to indicate, accepted (sic), specify and capture."

With regard to claim 4, Section 3 of the Office Action cites col. 6, line 54 to col. 7 line 27, and col. 9, line 65 to col. 10 line 63 of Raveis as teaching providing for a seller to specify selection criteria for the data record and for the display of selected data records meeting the seller's selection criteria.

With regard to claim 5, Section 5 of the Office Action cites col. 5, lines 22-64 of Raveis as teaching data exchange through the Internet and a web browser.

Regarding claim 30, the Office Action cites col. 2, lines 52-64 and col. 11, lines 11-43 of Raveis as teaching that the seller agrees to list properties.

B. Applicants' Rebuttal

It is submitted that claim 1 and all claims dependent therefrom are not anticipated, either expressly or inherently, by Raveis.

It is well-settled that anticipation exists only if every element of the claimed invention, as arranged in the claim, is disclosed either expressly or inherently by a single prior art

reference. See *Minnesota Mining & Mfg. Co. v. Johnson & Johnson Orthopaedics, Inc.*, 976 F.2d 1559, 1565 (Fed.Cir.1992); *Lindemann Maschinenfabrik GMBH, v. American Hoist & Derrick Co.*, 730 F.2d 1452, 1458 (Fed.Cir.1984).

Further, if an allegation of inherent anticipation is made by the Office, MPEP 2112 requires that it be supported by a *prima facie* case providing "objective evidence" or "cogent technical reasoning" tending to show that the allegedly inherent subject matter is necessarily, and not merely possibly, present in the cited reference.

It is submitted that Raveis fails to disclose subject matter that either expressly or inherently anticipates the subject matter of claim 1 as discussed below.

Claim 1 recites, *inter alia*, a real estate transaction managing system in which a potential buyer, without the aid of a field agent, uses an input-output means at a communications facility that is remote from a host system, to do one of (i) specify the selection criteria for the data records stored in the host system, obtain display of selected data records meeting the selection criteria, and obtain a first rebate coupon from the host system for at least one property corresponding to the selected data records, wherein the first rebate coupon is either

(1) already registered, or (2) capable of being subsequently registered with the host system when received by the potential buyer, or (ii) present to the host a second rebate coupon, that is obtained from a communications medium other than the host system, using a first indication that is provided on the second rebate coupon and receive from the host system an approval comprising a second indication, wherein the first coupon and the second coupon are defined by the host system such that (1) a seller has already agreed to perform or (2) a seller is to subsequently agree to perform, an acceptance of the first rebate coupon or the second rebate coupon from a potential buyer as a substitute for an agent in the field, and to fund a commission to the host for the sale of a property corresponding to one of the first rebate coupon or the second rebate coupon that is subject to the acceptance and wherein the computer processing means registers and stores in the databases first rebate coupons and information relating to real estate properties.

It is submitted that Raveis in no way anticipates the above-described subject matter of claim 1.

As noted in the previous Response, Raveis teaches a system and method for personnel (sales, management and administrative) of a real estate company to gather, process and control data

relating to real estate transactions. In addition, buyers and sellers (contacts) are provided access to information relating to the real estate transactions in which they are involved (col. 4, lines 25-34). In such system, the real estate company engages sales agents to manage contacts (col. 5, lines 15-16).

However, Raveis does not disclose that a seller, without the assistance of a field agent, is enabled by computer input-output means at a remote communications facility to sign up properties for inclusion as listing inventory data records in a database. Instead, Raveis teaches a sales agent who accesses and modifies data records in databases (see, e.g., col. 7, lines 51-62); col. 8, lines 28-39). Raveis never describes the subject matter of a seller who, without the assistance of a field agent, is enabled by computer input-output means at a remote communications facility to sign up properties for inclusion as listing inventory data records in a database.

To the contrary, Raveis teaches that a listing is a piece of real estate which has been offered for sale through a sales agent of a real estate company (col. 10, lines 1-3), the sales agent being termed the listing agent (see, e.g., col. 8, lines 1-8). At col. 11, lines 19-44, Raveis teaches that a listing agreement must be signed with a real estate agent (the listing agent) by a

seller for each property to be included in a listing database and such agreements commence a first phase in the cycle of a real estate transaction. Listing databases (col. 7, lines 4-8) are managed by listing agents (col. 7, lines 64-12). Once a listing agreement with a sales agent has been signed by a seller, Raveis teaches that data relating to a listing are entered into databases as soon as the data is available and not by a seller, without the assistance of an agent, using input-output devices at a remote communication facility (col. 11, lines 28-30).

Further, Raveis does not disclose or suggest computer processing means in the host system that registers and stores first and second rebate coupons and information relating to real estate properties. Raveis further lacks any teaching or suggestion of a potential buyer who uses an input-output means to either (1) obtain a first rebate coupon from the host system for at least one property corresponding to his selected data records, wherein the first rebate coupon is either already registered, or capable of being subsequently registered with the host system when received by the potential buyer, or (ii) present to the host a second rebate coupon, that is obtained from a communications medium other than the host system, using a first indication that is provided on the second rebate coupon and receive from the host

system an approval comprising a second indication. Nor does Raveis disclose or suggest a first rebate coupon and a second rebate coupon defined by the host system such that (i) a seller has already agreed to perform, or (ii) a seller is to subsequently agree to perform, an acceptance of the first rebate coupon or the second rebate coupon from a potential buyer as a substitute for an agent in the field, and to fund a commission to the host for the sale of a property corresponding to one of the first rebate coupon or the second rebate coupon that is subject to the acceptance.

Due to at least the above-noted features of claim 1, it is submitted that the anticipation rejection based on Raveis is unwarranted and should be withdrawn. Thus, it is submitted that claim 1, and claims 2-16, 29 and 30 dependent therefrom, are in allowable condition.

Further, if the anticipation rejection of claim 1 is maintained or reasserted in a subsequent office action, the Applicants respectfully note that MPEP 2112 requires that the Office state whether the rejection is based on express or inherent anticipation, and if based on inherency, the Office must provide objective evidence or a cogent technical explanation of why the Office deems the non-express subject matter as

necessarily present (and not merely possibly present) in the Raveis system, as required by the doctrine of inherency as described in MPEP 2112.

Claims 2-16 are allowable due to their dependence from allowable claim 1 and for the additional reason that they recite subject matter that provides an independent basis for distinguishing over Raveis. For example, claim 2 recites that the input-output means at the at least one remote communications facility provides means for the buyer to indicate properties visited. Claim 3 recites that the input-output means at the at least one remote communications facility provides means for the buyer to indicate an acceptance by the seller of one of the first coupon and the at least one second coupon. Claim 4 recites providing for a seller to specify selection criteria for data records and display of selected data records meeting the selection criteria. The portions of the Raveis reference cited by section 3 of the Office Action only describe possible data record formats for contacts and for listings. Claim 5 recites that the host system and the at least one remote communications facility exchange data through the Internet, and the input-output means employs a Web browser. Claim 6 recites that the host system issues the first coupon and the at least one second coupon with

an identification that they are issued only to the selecting buyer. Claim 7 recites that the host system issues the first coupon and the at least one second coupon for a builder of multiple participating communities with an identification that they pertain to only one of these communities by the potential buyer. Claims 8-16, 29 and 30 recite further distinctive features over Raveis.

Thus, it is submitted that the 35 USC 102 rejection of claims 1-7, 10, 11, 13, 15, 16, 29 and 30 is unwarranted and should be withdrawn.

II. Rejection of claims 8-11 based on Raveis and Official Notice.

A. The Office Action Position

With regard to claim 8, the Office Action takes Official Notice that it is old and well known in the art of the Internet to provide service to a third-party, and further alleges that one would be motivated to use an already existing service maintained by a third-party in order to save money.

With regard to claim 9, the Office Action takes Official Notice that it is old and well known in the art of databases to store user profiles, and the Office Action further alleges that

one third party listing inventory database system, and the communications network means includes communication means to exchange listing inventory data records between the host system and the third party listing inventory database system.

Given the question regarding claim 8 reflected in Section 7 of the Office Action, it is clear that, once it is appreciated that the at least one third party remote listing inventory database of the host system and at least one third party listing inventory database system of the remote communications facility are different from one another, it will be apparent that the rejection of claim 8 is unwarranted.

With respect to claims 9 and 11, the Applicants note that the features of these respective claims, in combination with the features of claim 1, are not rendered obvious by Raveis and the Official Notice.

Raveis is not pertinent to claim 10. Raveis merely teaches a system and method for sales, management and administrative personnel of a real estate company to gather, process and control data relating to real estate transactions. In addition, buyers and sellers (contacts) are provided access to information relating to the real estate transactions in which they are involved (col. 4, lines 25-34). As admitted by the Office

Action, Raveis does not disclose means for a buyer to input data indicating properties visited or an evaluation of properties visited.

Although the Office Action cites the sales technique of offering a discount to potential buyers for visiting time-shares and vacation places, the Applicants note that in this scenario, the time-shares and vacation places are being "sold" by a dedicated sales organization wherein no listing agreement is signed by the seller with the individual members of the staff of the sales organization. Further, only one time-share facility or vacation place is being visited since only one is being offered by the dedicated sales organization.

No motivation exists for modifying Raveis in view of the Official Notice of discounts in time sharing sales.

Even assuming *arguendo* that multiple time-share properties and vacation places would be listed by a real estate company, Raveis only teaches surveying contacts (buyers and sellers) for feedback relating to performance of the real estate company, its agents and its employees during a real estate transaction (col. 3, lines 45 - 48). The Office Action did not give any reason why it would have been obvious to extend a survey intended to solicit an evaluation of real estate company performance to include input

concerning the identity of the individual properties visited by a buyer (claim 2) as well as an evaluation of each of these individual properties by the buyer (claim 10).

There has to be some motivation to combine a prior art teaching with Official Notice to establish *prima facie* obviousness, and there is none here. A *prima facie* case of obviousness has not been made out by the Office Action because the combined teachings of the cited prior art and the Official Notice taken by the Office Action, taken as a whole, would not have suggested providing the level of detail involved in the buyer inputting the identity of actual properties visited and a detailed evaluation thereof, in order to achieve the goal of the survey taught by Raveis. And, further, the Office Action has not discussed why Raveis would apply to sellers of time-shares and vacation places since these properties would not require a move consultant, for example, and typically have a dedicated sales organization.

Therefore, it is respectfully submitted that the combination of Raveis and the Official Notice taken by the Office Action does not render obvious the subject matter of claim 10, and the rejection should be withdrawn.

For at least the above reasons, it is respectfully submitted that the combination of Raveis and the Official Notice taken by the Office Action would not have rendered obvious instant claims 8-11, and the rejection should be withdrawn.

III. Rejection of claims 13-18 and 20-25 based on Raveis and "InterNest"

A. The Office Action Position

Regarding claims 13-16, the Office Action alleges, *inter alia*, that Raveis teaches performing real estate transactions, automatically determining a commission to be paid to a company and to be paid to sales agents and other agencies and accounting facilitated by the system (col. 13, line 1 to col. 14 line 7). The Office Action admits that Raveis does not teach or suggest payment by the host of a rebate to the buyer, but that this is disclosed in "InterNest" since InterNest teaches the host acting as a real estate agent or brokerage and being paid by the seller and passing 1% back to the buyer. The Office Action alleges that it would have been obvious to one of ordinary skill in the art to combine the teaching of Raveis's real estate transaction and InterNest's rebate to the buyer, because one of ordinary skill in the art would have been motivated to offer cash back to the buyer instead of to an agent, since all the work is done by the host

and the buyer.

Regarding claims 17, 18 and 20-25, the Office Action alleges that Raveis teaches a host system for signing up sellers to pay commissions to the host, obtaining a listing inventory of property to be sold, maintaining databases at the host which contain data records of different types and chronologies, and users remotely accessing via a communication network to specify selection criteria to search the database (col. 5, lines 21-64; col. 9 line 65 to col. 11 line 10 and lines 52-67). The Office Action further alleges that Raveis teaches automatically determining a commission to be paid to a company and to be paid to sales agents and other agencies and accounting facilitated by the system (col. 10, lines 9-21; col. 13, line 1 to col. 14 line 7). The Office Action admits that Raveis does not teach payment by the host of a rebate to the buyer, but alleges that it is disclosed in "InterNest" since InterNest teaches (1) a host acting as a real estate agent or brokerage and being paid by the seller and passing 1% back to the buyer and (2) a host generates and delivers a rebate coupon to a remotely accessing user (citing Applicants' Specification, page 7 lines 3-17). The Office Action further alleges that it would have been obvious to one of ordinary skill in the art to combine the teaching of Raveis's

real estate transaction and InterNest's rebate to the buyer based on a motivation to offer cash back to the buyer after buying a property instead of to an agent, since all the work is done by the host and the buyer.

B. The Applicants' Response

Claim 13 recites that the computer processing means generates an accounts receivable data record for the seller of a property sold using the host system and payment of the receivable by the seller triggers update of the accounts receivable data record, creation of an accounts payable data record, and payment by the host of a rebate to the buyer.

The Applicants respectfully submit that there would be no motivation to modify the Raveis system in view of InterNest, or to combine the Raveis and InterNest teachings, to obtain the subject matter of claim 13.

In contrast to claim 13, Raveis teaches that in the traditional real estate business model a real estate company uses a sales force of independent contractors or real estate agents to list and sell properties (col. 1, lines 13-20) and that real estate agents traditionally control the customer (buyer and seller) information (col. 1, lines 44-45). Raveis teaches that his invention is directed to a system and method that satisfies a

need for managing real estate transactions which is highly endorsed and supported by real estate agents, satisfying a need for a proven business model (col. 6, lines 6-36).

Raveis teaches that the object of his invention is to support the real estate agent in managing contacts and contact information (col. 7, lines 51-69) and managing listings by signing up both buyers and sellers via an agreement with the agent (col. 11, lines 19-30). Raveis further teaches that his invention is endorsed by sales agents because it adds value for their contacts (buyers and sellers) and maintains commission levels (col. 12, lines 63-67). In the Raveis claims, every contact is associated with a real estate agent (see all independent claims of Raveis, i.e., limitations 1(a), 19(a), 30(a) 38(a) 41(a) 46(a)) and any modification to the teaching of Raveis intended to eliminate the sales agent would therefore render the invention taught and claimed by Raveis inoperable for its intended purpose of supporting the sales agents.

Accordingly, there is no motivation here to combine InterNest's teaching of eliminating the field agent and providing a rebate to the buyer, with the teaching of Raveis, as alleged in the Office Action (all the work is done by the host and the buyer (page 5, lines 14-16)) because Raveis and InterNest constitute

contrary and incompatible systems.

Thus, lacking a reasonable motivation to combine Raveis and InterNest, the Office Action has failed to set forth a *prima facie* case of obviousness. The Applicants submit that the combined teachings of Raveis and InterNest, taken as a whole, would not have suggested a system, such as that of Applicants' claims 13, which eliminates the function of the sales agent since all the work is done by the host and the buyer. Such suggestion is lacking in the present case, and has not been demonstrated in the Office Action.

Therefore, it is respectfully submitted that the combination of Raveis and "InterNest" does not render obvious claim 13, and the rejection should be withdrawn.

Claim 14 is allowable due to its dependence from allowable claims 1 and 13 and due to its recitation of subject matter providing an independent basis for allowability in that it recites enabling payments by electronic funds transfer. Therefore, Applicants respectfully submit that claim 14 is allowable and the rejection should be withdrawn.

Claim 15 is allowable due to its dependence from allowable claims 1 and 4 and due to its recitation of subject matter providing an independent basis for allowability in that it

recites enabling potential buyers to negotiate, without the assistance of an agent, a purchase price of a selected property with the seller of that selected property. Therefore, Applicants respectfully submit that claim 15 is allowable and the rejection should be withdrawn.

Claim 16 is allowable due to its dependence from allowable claims 15 and due to its recitation of subject matter providing an independent basis for its individual allowability.

With regard to independent method claim 17, the above argument with respect to claim 13 applies equally to claim 17. There is no motivation here to combine InterNest's teaching of a rebate to the buyer with the teaching of Raveis, as alleged in the Office Action, in order to eliminate the sales agent (all the work is done by the host and the buyer (page 6, lines 10-12)) and by offering a cash rebate to the buyer instead of to an agent. The Office Action thus fails to establish the requisite motivation to combine that must underlie a *prima facie* case of obviousness of claim 17. Further, the combined teachings of Raveis and InterNest, taken as a whole, would not have suggested a system, such as the invention of Applicants' claim 17, which eliminates the function of the sales agent since all the work is done by the host and the buyer. Such suggestion is lacking in

the present case, and has not been demonstrated in the Office Action.

Therefore, it is respectfully submitted that the combination of Raveis and "InterNest" does not render obvious instant claim 17, and the rejection should be withdrawn.

Claims 18 and 2-25 are allowable due to their dependence from allowable claim 17 and due to their recitation of subject matter providing an independent basis for allowability.

IV. Rejection of claim 12 based on Raveis and Witek

Claim 12 is allowable due to its dependence from allowable claims 4 and due to its recitation of subject matter providing an independent basis for its individual allowability.

V. Rejection of claims 27 and 28 based on Raveis, "InterNest" and Official Notice.

Claims 27 and 28 are allowable due to their dependence from allowable claim 25 and due to their recitation of subject matter providing an independent basis for its individual allowability. The argument above with respect to claim 8 applies equally to claim 27.

VI. Rejection of claim 26 based on Raveis, "InterNest" and Witek.

Claim 26 is allowable due to its dependence from allowable

claims 25 and due to its recitation of subject matter providing an independent basis for its individual allowability. The argument above, as applied to the rejection of claim 10, applies with respect to the subject matter of claim 26 of capturing an evaluation of a toured property by a host in an evaluation record of a database.

Conclusion

The rejection of independent claim 1 under 35 USC 102(b) as anticipated by Raveis is unwarranted because Raveis fails to disclose, expressly or inherently, numerous features recited in claim 1.

Specifically, claim 1 recites a real estate transaction managing system in which a potential buyer, without the aid of a field agent, uses an input-output means at a communications facility that is remote from a host system, to do one of (1) specify selection criteria for data records stored in the host system, obtain display of selected data records meeting the selection criteria, and obtain a first rebate coupon from the host system for at least one property corresponding to the selected data records, wherein the first rebate coupon is either (a) already registered, or (b) capable of being subsequently registered with the host system when received by the potential

buyer, or (2) present to the host a second rebate coupon, that is obtained from a communications medium other than the host system, using a first indication that is provided on the second rebate coupon and receive from the host system an approval comprising a second indication, wherein the first coupon and the second coupon are defined by the host system such that (a) a seller has already agreed to perform or (b) a seller is to subsequently agree to perform, an acceptance of the first rebate coupon or the second rebate coupon from a potential buyer as a substitute for an agent in the field, and to fund a commission to the host for the sale of a property corresponding to one of the first rebate coupon or the second rebate coupon that is subject to the acceptance and wherein the computer processing means registers and stores in the databases first rebate coupons and information relating to real estate properties.

Raveis lacks any hint or suggestion of the above-described subject matter.

Due to these distinctions, claim 1 is not anticipated by Raveis and is allowable.

Claims 2-16, 29 and 30 are allowable due to their dependence from allowable claim 1 and for additional reasons discussed above.

The rejection of independent claim 17 as obvious over the combined teachings of Raveis and InterNest is unwarranted because Raveis and InterNest are based on contrary and incompatible operational philosophies, in that Raveis is exclusively a field agent system and InterNest is based on the principle of eliminating the need for a field agent by offering a rebate coupon to the buyer, since all the work is done by the host and the buyer.

That is, Raveis teaches a traditional real estate business model using a sales force of independent contractors or real estate agents to list and sell properties, with the real estate agents controlling the customers' (buyer and seller) information (col. 1, lines 44-45). The Raveis system for managing real estate transactions is highly endorsed and supported by real estate agents (col. 6, lines 6-36) because it adds value for their contacts (buyers and sellers) and maintains commission levels (col. 12, lines 63-67). Raveis' object is to support the real estate agent (col. 7, lines 51-69) and to manage listings by signing up both buyers and sellers via an agreement with the agent (col. 11, lines 19-30). In Raveis' system, every contact is associated with a real estate agent (see all independent claims of Raveis, i.e., limitations 1(a), 19(a), 30(a) 38(a) 41(a)

46(a)).

It is clear that any modification of the teachings of Raveis intended to eliminate the sales agent would therefore render the invention taught and claimed by Raveis inoperable for its intended purpose of supporting the sales agents.

In contrast to Raveis, InterNest operates to eliminate the field agent and provide a rebate to the buyer, since all the work is done by the host and the buyer.

Accordingly, there is clearly no motivation here to combine InterNest's teaching of eliminating the field agent and providing a rebate to the buyer, with the teaching of Raveis which is directed to supporting the field agents. Raveis and InterNest constitute contrary and incompatible systems. The Office Action fails to establish a *prima facie* case of reasonable motivation to combine Raveis and InterNest.

Thus, it is submitted that claim 17 is allowable over Raveis and InterNest.

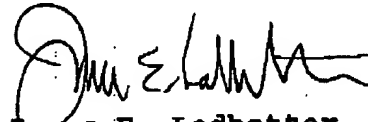
Claims 18-28 are allowable due to their dependence from allowable claim 17 and for additional reasons cited above.

For at least the reasons presented above and in the previous Responses, the Applicants respectfully submit that all grounds of rejection stated in the Office Action have been

overcome. A Notice of Allowance is respectfully requested.

If any issues remain which may be best resolved through a telephone communication, the Examiner is requested to kindly telephone the undersigned at the local, Washington D.C. telephone number listed below.

Respectfully submitted,



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Exhibit I

1. (Twice Amended) A real estate transaction managing system enabling a host to selectively provide rebate coupons to potential buyers of real property, said system comprising:

at least one remote communications facility including at least one input-output means; and

a host system including (i) data storage means for maintaining databases containing a plurality of data records of differing types and chronologies, (ii) computer processing means for selecting data records and transmitting said selected data records to said at least one remote communications facility according to selection criteria provided by said at least one remote communications facility, wherein said computer processing means registers and stores in said databases first rebate coupons, second rebate coupons and information relating to real estate properties and (iii) communications network means for being controlled by said computer processing means to exchange data between said host computer system and said at least one remote communications facility including transmitting said selected data records to said at least one remote communications facility, wherein:

(a) a potential buyer, without the aid of a field agent,

uses said at least one input-output means to do one of:

(i) specify said selection criteria for said data records, obtain display of selected data records meeting said selection criteria, and obtain [a] one of said first [rebate] coupons from said host system for at least one property corresponding to said selected data records, said one of said first coupons being one of already registered or capable of being subsequently registered with the host system when received by said potential buyer, or

(ii) present to the host at least one second rebate coupon, that is obtained from a communications medium other than said host system, using a first indication that is provided on said at least one second rebate coupon and receive from the host system an approval comprising a second indication,

wherein said first coupon and said second coupon are defined by said host system such that (i) a seller has already agreed to or (ii) a seller is to subsequently agree to perform an acceptance of said first rebate coupon or said at least one second rebate coupon from a potential buyer as a substitute for an agent in the field, and to fund a commission to said host for the sale of a property corresponding to one of said first rebate coupon or said at least one second rebate coupon that is subject to said acceptance.

8. (Twice Amended) The system according to Claim 1, wherein:

said databases include at least one third-party remote listing inventory database;

said remote communications facility includes at least one third-party listing inventory database system; and

said communication network means further comprises communication means for exchanging listing inventory data records between said host [computer] system and said third-party listing inventory database system.

Still not clear.

13. (Amended) The system according to Claim 1, wherein:

said computer processing means generates an accounts receivable data record for the seller of a property sold [to said potential buyer] using said host system; and

payment of said receivable by the seller triggers update of said accounts receivable data record, creation of an accounts payable data record, and payment by said host of a rebate to the buyer.

17. (Amended) A method of automatically generating and

issuing real estate buyer rebate coupons to potential buyers through a communications network, said method comprising:

employing a host system [for signing] to sign up sellers to pay a commission to one of the host for each buyer delivered to a builder, and other seller through the host's systems that eventually purchases a home from that builder or other seller;

obtaining a listing inventory of property to be sold with a buyer rebate funded by the host;

maintaining databases at the host which contain data records of different types and chronologies;

providing by the host system to remotely accessing users access via the communications network to specify selection criteria;

searching by the host system said maintained databases based on said selection criteria; and

delivering results of the searching step to the remotely accessing users;

providing by the host the ability to select properties to tour from the delivered results; and

processing rebate coupons by the host for properties selected to tour.